

ARTICLE 9: FACILITIES AND SERVICES

GENERAL

- 9.1 The Employer agrees to provide the following facilities and services in connection with AFSA/FAS's representation of FAS bargaining unit members in a world-wide bargaining unit.

OVERSEAS APO/FPO AND POUCH SYSTEM

- 9.2 AFSA/FAS may use the Employer's overseas APO/FPO and/or pouch facilities on a reasonable basis for the distribution of general printed matter and individually addressed correspondence to AFSA/FAS's bargaining unit members arising from AFSA/FAS's role as exclusive representative. The following procedures shall govern the use of the APO/FPO or pouch system:
- a. General Printed Matter
 - 1. AFSA/FAS shall enclose general printed matter related to the Employer's business in sufficient copies for distribution to all bargaining unit members at post in an envelope addressed to the AFSA representative at post. If there is no AFSA representative, envelopes will be addressed to the Agricultural Officer.
 - 2. The envelope shall contain a memorandum on AFSA/FAS letterhead requesting that the enclosed material be distributed in a routine manner through the post's distribution system to AFSA/FAS bargaining unit members.
 - b. Individually Addressed Matter: The front of the envelope shall be addressed in accordance with the requirements of the system being used.
- 9.3 In only those instances where it is necessary for AFSA/FAS to fulfill its representational functions may AFSA/FAS use the Employer's facilities for registered mail to transmit legal (for example, grievance, EEO or disciplinary actions) and related documents between its Washington headquarters and its bargaining unit members. Such registered mail will travel via the usual pouch facilities and will be receipted as other similarly registered mail in the Employer's pouch system.
- 9.4 AFSA/FAS bargaining unit members at post may use the APO/FPO and/or pouch mail system, including registered mail, for matters arising under Chapters 10 and 11 of the Act, as amended.
- 9.5 Material not in compliance with these procedures will be returned to the originator.

TELECOMMUNICATIONS SYSTEM

- 9.6 AFSA/FAS's access to the Employer's telecommunications system shall be confined exclusively to matters arising from the performance of its representational obligations to its bargaining unit members. This system will not be used for internal AFSA/FAS business, including but not limited to, solicitation of members and/or dues deductions. Cables should be utilized when other forms of communication are not suitable.
- 9.7 The Employer will establish and maintain an electronic mail box for AFSA/FAS's receipt and distribution of cables.
- 9.8 AFSA/FAS's use of the telecommunications system shall be subject to the following conditions:
- a. General
 - 1. Cables will be free of defamatory, scandalous, or scurrilous language, and personal attacks on management officials. Cables shall satisfy accepted standards of business courtesy and will not deal with internal AFSA/FAS business. All cables will show that transmission is from AFSA/FAS through FAS.
 - 2. Cables shall be unclassified except in extraordinary circumstances and then only by agreement of both Parties. AFSA/FAS cables, unless agreed upon by the Parties, will not be given higher priority than FAS business and will not normally exceed 1,000 words (5,000 characters).
 - 3. Material that is not in compliance with the requirements and procedures contained in paragraphs 9.2 - 9.8 will be returned to the originator.
 - b. Washington Procedures
 - 1. AFSA/FAS will follow standard FAS procedures in preparing and submitting cables for transmission. Cables will be presented to the Area Officer of the recipient for clearance.
 - 2. If a number of cables are being requested on the same subject or to the same recipient, the appropriate Area Officer(s) of the recipient(s) will discuss alternate forms of communication with AFSA/FAS.
 - c. Overseas Procedures
 - 1. AFSA designated representatives at post or an AFSA/FAS bargaining unit

employee, if no representative is designated, may transmit cables consistent with the restrictions contained in section 9.6 and 9.8a above. Such cables will be cleared in accordance with post procedures.

2. Distribution of AFSA/FAS cables at overseas posts should be made in the following priority order:
 - (a) Individual designated, if appropriate; or
 - (b) AFSA representative; or
 - (c) Agricultural Officer
 - (d) No copies of AFSA/FAS cables will be kept in the telecommunications office in Washington. Copies of AFSA/FAS cables originating at foreign posts will be maintained or destroyed in accordance with the post's regulations.

SPACE AND FURNITURE

- 9.9 The Employer agrees to provide at no cost to AFSA/FAS:
 - a. An office with a locking door in the South Agriculture Building of substantially similar size to those available to most employees to adequately accommodate two file cabinets, desk, printing equipment, and a meeting table.
 - b. Office furniture commensurate with the office provided;
 - c. A computer and software compatible with the standard FAS desktop;
 - d. Two (2) telephone lines and telephones with voice mail and speaker phone capabilities;
 - e. Fax machine; and,
 - f. Two five-drawer locking file cabinets.
- 9.10 AFSA/FAS is responsible for providing additional equipment and services. Any additional equipment must be consistent with building regulations and housekeeping rules.
- 9.11 The Employer will assure that the Department provides AFSA/FAS with mail

delivery services through an established mail drop site at the AFSA/FAS office.

- 9.12 AFSA/FAS agrees that the Vice President and Representative will, to the extent practicable, perform their representational duties in the office provided. AFSA/FAS also agrees to publish the location and telephone numbers of the office to bargaining unit members and to advise members to contact their representatives at that office. The Employer will list in the Agency telephone directory the location and telephone numbers of the AFSA/FAS office.
- 9.13 AFSA/FAS may request the use of space in the South Agriculture Building to hold meetings related to AFSA/FAS's representational duties. AFSA/FAS is responsible for finding and scheduling the room in accordance with standard operating procedures. Should it be necessary to relocate or cancel the meeting to accommodate FAS or Department of Agriculture business, alternative space will be provided to AFSA/FAS. In using these facilities, AFSA/FAS agrees to comply with all FAS and Department of Agriculture security and housekeeping rules.

TELEPHONES

- 9.14 The Employer agrees to furnish local and long distance telephone service in the office space provided for AFSA/FAS at no cost to AFSA/FAS. Officers and other designated representatives of AFSA/FAS may use FAS telephones only to conduct AFSA/FAS representational business for AFSA/FAS bargaining unit members.
- 9.15 AFSA/FAS agrees that long distance and/or overseas telephone calls will be limited to emergency situations where the use of the telecommunication system, e-mail or mail systems do not provide adequate service.

REPRODUCTION FACILITIES

- 9.16 AFSA/FAS may use specified reproduction facilities during duty hours. Official FAS business shall take precedence over use of facilities by AFSA/FAS.

INTER-OFFICE MAIL AND DISTRIBUTION

- 9.17 AFSA/FAS may use the inter-office mail and distribution facilities on a reasonable basis and at no cost to AFSA/FAS to correspond with:
- a. Individual AFSA/FAS bargaining unit members for representational matters only; and,
 - b. FAS officials on labor relations matters.

- 9.18 Mailings to bargaining unit members shall be placed in envelopes addressed to the appropriate AG Stop and individual(s) to whom the correspondence is to be delivered.

BULLETIN BOARDS

- 9.19 The Employer will provide AFSA/FAS with use of the FAS computer network to include:
- a. the ability to create, store and retrieve documents on the network;
 - b. the ability to create, store and publish documents on the Agency intranet (FASTNET); and
 - c. management and use of a Lotus Notes discussion database.
- 9.20 Use of the Agency computer network shall be in accordance with all applicable policies and procedures. Information placed on the FAS computer network is subject to the constraints listed in sections 9.6, 9.8, and 9.21 - 9.26 of this Article. AFSA will be responsible for providing the system administrator with appropriate access control information.

E-MAIL SERVICES

- 9.21 The AFSA/FAS Vice President and/or Representative shall be given reasonable access to the Employer electronic mail system to communicate with one another, bargaining unit members, and with management officials concerning representational matters. Communications with bargaining unit members will not:
- a. Duplicate documents which are distributed or produced through other FAS offices or channels; or,
 - b. Be given higher priority than FAS business unless otherwise agreed to by the Parties.
- 9.22 AFSA/FAS bargaining unit members will be given reasonable access to the Employer's electronic mail system to provide input to AFSA/FAS representatives on representational or grievance matters.
- 9.23 The Employer will establish a mail box for AFSA/FAS on its electronic mail system. Electronic mail between AFSA/FAS bargaining unit members and their representatives regarding representational or grievance matters should be sent to the AFSA/FAS electronic mail address and not to the address of the individual representative.

- 9.24 AFSA/FAS assumes all responsibility related to the transmission, reproduction, and distribution of information by AFSA/FAS via the Employer's electronic mail system. AFSA/FAS agrees that its messages shall not contain defamatory, scandalous, or scurrilous language or personal attacks on management officials, and shall satisfy accepted standards of business courtesy.
- 9.25 AFSA/FAS's use of the Employer's electronic mail system shall be consistent with all regulations, policies and practices applicable to the system.
- 9.26 Upon showing good cause (e.g., violation of this section, and/or abuse or misuse of the system) the Employer may terminate the use of the electronic mail system by AFSA/FAS by providing written notice to which AFSA/FAS may respond in accordance with the negotiated grievance procedure.

MISCELLANEOUS

- 9.27 Transportation: AFSA/FAS representatives and/or bargaining unit members may be required to travel locally on official time to discharge their representational responsibilities. The Employer agrees to reimburse FAS employees for such travel in accordance with the procedures used to reimburse any employee for official travel.
- 9.28 Copies of Agreements:
- a. The printing costs for reproducing this Agreement shall be borne by the Employer. Drafts, before printing, will be presented to the AFSA/FAS Vice President for approval.
 - b. Upon AFSA/FAS ratification and Agency Head approval of this Agreement, AFSA/FAS will be provided printed copies, equal to one hundred and ten (110) percent of the number of AFSA/FAS bargaining unit members, for distribution to its bargaining unit and to meet its needs.
- 9.29 Administrative Assignments List: The following offices and services of AFSA/FAS will be listed in the Administrative Assignments List:
- a. AFSA/FAS Vice President
 - b. AFSA/FAS Representative